

GENERAL CONDITIONS

ISSUED BY:

**LOUISIANA MILITARY DEPARTMENT
STATE CONTRACTING OFFICE
BUILDING 718 “E” STREET, CAMP BEAUREGARD
PINEVILLE, LOUISIANA 71360-0613**

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GENERAL CONDITIONS

1B-01 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all plant, material, equipment, supplies, labor and transportation, including fuel, power, water (except any materials, equipment, utility or service, if any specified herein to be furnished by the Owner), and performing all work as required by the Contract in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof and including such detail drawings as may be furnished by the Architect / Engineer from time to time during the construction in explanation of said drawings.

1B-02 DEFINITIONS

a. The "**Contract Documents**" are enumerated in the Contract Between Owner and Contractor And Performance And Payment Bond (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Scope of Work, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications / Amendments issued after execution of the Contract. A Modification / Amendment is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

b. The "**Owner**" is the Louisiana Military Department (LMD), Contracting Office located at Camp Beauregard, Pineville, Louisiana.

c. The "**Contracting Officer**" is the duly authorized Military representative of the Owner acting on behalf of The Adjutant General.

d. The "**Contractor**" is the person, association of persons, firm or corporation entering into the contract with the Owner.

e. The "**Subcontractor**" is the person, association of persons, firm or corporation who contracts with the Contractor to perform work covered by the Contract.

f. "**Written Notice**" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

g. The term "**work**" of the Contractor or Subcontractor includes labor or materials, or both. The term "**provide**" includes furnishing and installation.

h. The law of the place of the building shall govern the construction under the Contract.

i. In the event there is no "**Architect**", then substitute the term "**Owner**" as necessary.

j. The term “**Contract**” represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents form the “**Contract**” for construction. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

k. The “**Drawings**” are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

l. The “**Specifications**” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

m. The “**Superintendent**” shall be knowledgeable of the scope of work and specifications and qualified to supervise the work being performed in the Contract Documents. The Superintendent shall also be qualified and authorized to act on behalf of the Contractor in making decisions.

1B-03 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all execution of the work. It is not the intent, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the Drawings. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. The Contract Documents are intended to produce a piece of work complete in every respect, and the Contractor shall furnish all things necessary to complete the work within the meaning and intent of the said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the work except for such items, which are specifically excluded and excepted.

1B-04 DETAIL DRAWINGS, INSTRUCTIONS, ADDENDA AND INTERPRETATION

a. The Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be executed in conformity therewith, and the Contractor shall do no work without proper drawings and instructions.

b. Addenda and Interpretations - No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation will be in writing to the Architect and to be given consideration must be received at least seven (7) days prior to

the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior (do not include Saturday, Sunday or legal holidays) to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum(a) or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents.

1B-05 MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purpose intended, and all workmanship shall be in a thorough workmanlike manner. Where any work not performed to the skill of a qualified workman in that particular trade, Contractor is to replace, remove, rework or repair to meet the quality expected of that craftsman with no additional expense to owner. Where equipment, materials or articles are referred to in the specifications as "equal to" any particular standard, the Architect shall decide the question of equality. The Contractor shall furnish to the Architect for his approval the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Architect, the Contractor shall furnish to the Architect for approval full information concerning the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. The Architect/ Owner may in writing require the Contractor to remove from the work site such employee as they deem necessary for incompetence, carelessness, insubordination or otherwise objectionable, or whose continued employment on the work site is deemed by the Architect/ Owner to be contrary to the public interest.

1B-06 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless:

- a. Such understanding or representations are expressly stated in the Contract.
- b. The Contract expressly provides the responsibility therefore is assumed by the Owner, representations made but not so expressly assumed by the Owner in the Contract shall be deemed only

for the information of the Contractor, and the Owner will not be liable or responsible therefore.

1B-07 OPERATIONS AND STORAGE AREAS

a. All operations of the Contractor (including storage of materials) upon Owner's premises shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through, storage or disposal of materials shall be made upon the Owner's premises. Owner's premises and adjacent to the construction will be made available for use by the Contractor without cost whenever such use will not interfere with Owner's other uses or purposes. The Contractor will be liable for any and all damage caused by him to such Owner premises. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.

b. Temporary buildings (storage sheds, shops, offices, etc.) shall be erected by the Contractor only with the approval of the Contracting Officer, and shall be built with labor and materials furnished by the Contractor without expense to the Owner, such temporary buildings and/or utilities must be removed unless otherwise approved by the Owner.

c. The Contractor shall, under regulations prescribed by the Owner, use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor, and any damaged roads, curbing, or sidewalks shall be repaired by or at the expense of the Contractor.

1B-08 BASE LINES AND GRADES

The Contractor shall lay out his work from base lines and grades established by the Architect and shall be responsible for all measurements in connection therewith. The Contractor shall at his own expense furnish all stakes, templates, platforms, equipment and labor that may be required in setting marks, or laying out any part of the work. The Contractor will be held responsible for the proper execution of the work to such lines and grades as may be established or indicated by the Architect, and all stakes or other marks thus established shall be preserved by him until their removal is authorized by the Architect. The Architect will furnish, on request from the Contractor, all location and limit marks reasonably necessary for the conduct of the work.

1B-09 PROGRESS CHARTS, SUNDAYS, HOLIDAYS AND NIGHTS

a. The Contractor shall, prior to award of the Contract, prepare and submit through the Architect to the Construction and Facilities Management Office for approval a practical and feasible schedule showing the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Owner and shall immediately deliver to the Owner three (3) copies thereof.

b. The Contractor shall furnish sufficient forces, construction plant and equipment shall work such hours, including night shifts, overtime operations and Sunday and Holiday work as may be necessary to ensure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Owner, the Contractor falls behind the progress schedule, the Contractor shall take such steps as necessary to improve his progress and the Owner may require him to increase the number of shifts and/or overtime operations, day of work and/or the amount of construction plants, all without additional cost to the Owner.

c. Failure of the Contractor to comply with the requirements of the Owner under this provision shall be grounds for determination by the Owner that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with the Termination for Default-Damages or Delay article of the Contract.

1B-10 STATEMENT TO CONTRACTORS

The Louisiana Military Department is a participant in the Small Entrepreneurship (SE) Program (The Hudson Initiative) and the Veteran-Owned and Service Connected Disabled Veteran-Owned (La Vet) Small Entrepreneurship Program. Bidders are encourage to consider participation.

1B-11 RELATION OF CONTRACTOR AND SUBCONTRACTOR

a. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract, the General Conditions, the Drawings and Specifications as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate to the Owner. This does not apply to minor subcontracts.

b. The Subcontractor agrees:

1. To be bound to the Contractor by the terms of the Contractor, General Conditions, Drawings and Specifications and to assume toward him all obligations and responsibilities that he, by these documents, assumes toward the Owner.
2. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under the General Conditions.
3. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner except that the time for making claims for extra cost is one (1) week.

c. The Contractor agrees:

1. To be bound to the subcontractor by all obligation that the Owner assumes to the Contractor under the Agreement, General Conditions, Drawings and Specifications, and by

all the provisions thereof affording remedies and redress to the Contractor from the Owner.

2. To pay the subcontractor an amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
3. To pay the subcontractor so that all times his total payment shall be as large in proportion to the value of the work done by him as the total certified to the Contractor is to the value of the work done by him.
4. To pay the subcontractor to such extent as may be provided by the Contract Documents or subcontract, if either of those provided for earlier or larger payments than the above.
5. To pay the subcontractor a just share of any fire insurance as far as executed and fixed in place, less the retained percentage.
6. To pay the subcontractor a just share of fire insurance money received by him, the Contractor.
7. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Contract.
8. That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
9. To give the subcontractor an opportunity to be present and submit evidence in any arbitration involving his rights.
10. To name as arbitrators under arbitration proceedings as provided in the General Conditions the person nominated by the subcontractor if the sole cause of dispute is the work materials, rights, or responsibilities, of the subcontractor; or if of the subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

d. The Contractor and the subcontractor agree that:

1. In a matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in this Contract.
2. Nothing in this article shall create any obligation on the part of the Owner to pay to or see to the payment of any sums to any subcontractor.

1B-12 SAMPLES AND DESCRIPTIVE DATA

a. Samples and descriptive data required shall:

1. Be submitted within the time specified in these specifications, or if no time is specified,

within a reasonable time before use to permit inspection and testing.

2. Be shipped prepaid and delivered as specified in these specifications, or as directed by the Owner.

3. Be properly marked to show the name of the materials, trademark and name of manufacturer, place of origin, name and location of the work where the material represented is to be used in the project, and the name and address of the person or firm submitting the sample.

b. Samples not subject to destructive tests may be retained until completion of the work but thereafter will be returned to the contractor, if he so requests in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the test.

1B-13 PROTECTION OF MATERIAL AND WORK

a. The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Owner-furnished or owned) and all work performed. All reasonable requests of the Owner to enclose or specially protect such property shall be complied with. If, as determined by the Owner, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payment due to him.

b. The Contractor shall continuously maintain adequate protection of all work from damage and shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

c. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect or Owner, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

1B-14 POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

1B-15 SUSPENSION OF WORK, DELAYS AND EXTENSION OF TIME

a. The Owner may order the Contractor to suspend all or any part of the work for such period of time as may be determined by him to be necessary or desirable for the convenience of the Owner.

Unless such suspension unreasonably delays the progress of the work and causes additional expense or loss to the Contractor, no increase in Contract price will be allowed. In the case of suspension of all or any part of the work for any unreasonable length of time causing additional expense or loss, not due to the fault or negligence of the Contractor, Owner shall make an equitable adjustment in the Contract price and modify the contract accordingly. An equitable extension of time for the work in the event of such suspension will be allowed the Contractor, provided, however, that the suspension was not due to the fault or negligence of the Contractor. If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Architect, or by any employee of either, or by any other Contractor employed by the Owner, or by changes ordered in work or by the strikes, lockouts, fire, unavoidable casualties or any causes beyond the Contractor's control or by delay authorized by the Architect pending arbitration, then the time of completion may be extended for such reasonable time as the Owner may decide.

b. No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Architect. In the case continuing cause of delay, only one claim is necessary.

c. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

d. This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

1B-16 ACCIDENT PREVENTION AND SANITATION

The Contractor will ensure compliance with OSHA Safety and Health Standards (29 CFR 1910) and Occupational Safety and Health Regulations for Construction (CFR 1926) and or applicable changes to these documents. Work site shall be cleaned, organized and secured daily.

1B-17 PHYSICAL SECURITY AND ANTITERRORISM (AT) / OPERATIONS SECURITY

The Contractor will provide security of plans and specifications and bear the responsibility of maintaining the security of such documents to company personnel only. The contractor's employees shall carry current identification and present it for installation/facility and project site entry. The Contractor shall have access to the work areas only. The Contractor's project work schedule will coincide with the Owner's on-site personnel work schedule unless otherwise specified.

The Contractor and all subcontractors shall comply with specific requirements identified by the Architect for the performance of work in the contract documents for Antiterrorism (AT) / Operations Security Review Coversheet and Section IV Standard Contract Language/Contract Clause Applicability and/or Additional Scope of Work (SOW) language documents.

1B-18 DRAWINGS AND SPECIFICATIONS

a. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good

order, available to the Architect and his representatives.

b. Upon completion of work, and before final acceptance of project, submit one (1) set of red lined "As-Built" (hard copy) prints clearly indicating all deviations from project drawings to the architect.

c. The contractor is to keep on job site all Fire Marshal approved drawings and specifications, Fire Marshal reviewed shop drawing submittals of sprinklers, fire alarm system, etc. and any associated correspondence. These items are to be kept in a secure location to prevent anyone from defacing or removing any part of these documents. These documents are to be available to the owner, Fire Marshal inspectors and the architect at any time.

1B-19 WATER

The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water of a quality suitable for his use for construction and domestic consumption. At his own expense he shall install and maintain any necessary water supply connection and piping but only at such locations and in such workmanlike manner as may be authorized by the Owner. All water shall be carefully conserved. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a workmanlike manner to the satisfaction of the Owner. If it is determined by the Owner that the water systems and supplies operated by the Owner are adequate for the needs and use of the Contractor as well as the Owner, all reasonable required amounts of water will be made available to the Contractor by the Owner from such existing water systems and supplies, without cost to the Contractor.

1B-20 DRINKING WATER

During the construction of the building, the Contractor shall provide proper drinking water for workmen employed on the job. Drinking water shall be strictly pure, and when the weather warrants, ice shall be provided.

1B-21 SANITARY CONVENIENCES

During the construction of the building, the Contractor shall provide proper sanitary conveniences for the workmen employed on the work. Conveniences shall be kept in a thoroughly sanitary condition at all times and adequately supplied with a good grade of toilet paper. Workmen will not be permitted to use the present toilet facilities, if any, unless specifically approved by the Owner.

1B-22 ELECTRICITY

All electric current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Owner. In the event electricity is made available by the Owner, the Contractor shall, at his own expense, install a meter to determine the amount of current used by him, and such electricity will be paid for by or charged to the Contractor at prevailing rates or at reasonable rates as determined by the Owner. All temporary lines will be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Owner and shall be removed by the Contractor in like manner at his expense prior to

completion of the construction.

1B-23 INSPECTION AND ACCEPTANCE

a. The work will be conducted under the general direction of the Architect and is subject to inspection by his appointed inspectors to ensure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the Specifications without written authorization of the Owner, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract. The Architect and/or his representative shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

b. If the Specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and, if the inspection is by another authority other than the Architect, of the date fixed for such inspection. Inspections by the Architect shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect, it must be, if required by the Architect, uncovered for examination at the Contractor's expense. The Architect may order re-examination of questioned work and, if so ordered, the work must be uncovered by the Contractor.

c. The Contractor will provide and the Architect will verify any specific manufacturer's warranties or any special warranty of materials and equipment available to the Owner or as specified in the Contract documents as part of the final acceptance documentation.

d. Upon completion of work, the Contractor will inspect the entire project; make a list of all deficiencies and forward to the Architect. Following correction of all these items, the Contractor, the Architect, and the Owner will conduct a joint inspection of the project. The Contractor will compose a list of deficiencies, details for correction, a timetable for correction, and a Schedule of Values and submit to the Architect for approval. The Architect shall submit this Schedule of Values to the Owner for approval, and upon Request for Payment by the Contractor, the Owner shall withhold the amount of this Schedule of Values until the work is complete, in addition to any other retainage.

e. The Architect will submit to the Owner project acceptance documents for review and consideration. Following Partial Acceptance, Substantial, or Final Acceptance by the Owner, the Owner will issue a Partial Acceptance, Substantial, or Final Acceptance "Notice" to the Contractor and copy furnish the Architect. The Contractor will, at his own expense, record the Acceptance with the Recorder of Mortgages in the Parish in which the contract is recorded. Should a Partial Acceptance be issued, a Final Acceptance will be issued upon the completion of the punch list. Following the 45-day lien period, and completion of all punch list items, the final payment will be processed in accordance with 1B-24.

1B-24 PAYMENTS

a. **Monthly**, the Contractor **shall submit to the Architect**, an itemized application and Certification for Payment, AIA Documents G702-G702A, notarized if required, supported by such data

substantiating the Contractor's right to payment as the Owner or the Architect may require. The payment request must include the date of the application and contract numbers. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated in the work and of material suitably stored at the site as of the twenty-fifth (25th) day of the preceding month, less normal retainage as follows:

1. Projects with Contract price up to and including \$500,000 - ten (10%) percent.
2. Projects with Contract price exceeding \$500,000 - five (5%) percent.

The normal retainage shall not be due the Contractor until expiration of the forty-five (45) day lien period and submission to the Architect of a clear Lien Certificate, and an invoice for same.

b. Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

c. The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

d. The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner's Project Manager, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate.

e. This issuance of a Certificate for Payment will constitute a representation by the Architect to the Project Manager, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the result of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made

any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

f. Upon receipt of a payment request by the Contracting Officer, **certified by the Architect and approved by the Owner's Project Manager / Management Office Project Manager**, the Owner shall make payment to the Contractor no later than forty-five (45) days from the date received, in the amount verified by the Architect, Project Manager and Contracting Officer.

g. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with the Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

h. The Architect may, on request and at his discretion, furnish to any Subcontractor, if practical, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

i. Neither the Owner nor the Architect shall have the obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

j. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

1B-25 PAYMENTS WITHHELD

a. The Architect may withhold or, on account of subsequently discovered evidence, nullify as may be necessary to protect the Owner from loss on the account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payment properly to Subcontractors or for material or labor.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
5. Damage to another Contractor.

b. The Contracting Officer may withhold or cause to be withheld from the State Prime Contractor so much of the accrued payment or advances as may be considered necessary (i) to pay laborers and mechanics, including apprentices, trainees, watchmen and guards, employed by the Contractor or any Subcontractor on the work, the full amount of wages required by the Contract, and (ii) to satisfy any liability of the Contractor and any Subcontractor for liquidated damages under paragraph (b) of the clause entitled CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION.

c. If the Contractor or any Subcontractor fails to pay any laborer, mechanic, apprentice, trainee,

watchmen, or guard employed or working on the site of the Work, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the State Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

1B-26 APPROVAL

Any contract awarded as the result of this invitation for bids may be subject to the approval of the Chief, National Guard Bureau, Washington, D.C., shall not be binding until so approved.

1B-27 DAMAGE TO WORK

The Contractor shall be responsible for all work until completion and final acceptance thereof. However, if, in the judgment of the Owner, any part of the permanent work performed by the Contractor is damaged by flood due to act of nature, which damage is not due to the failure of the Contractor to take reasonable precaution or to exercise sound engineering and construction practices in the conduct of the work, additional payment for the repair of such damaged permanent work as ordered by the Owner may be made at the applicable Contract unit or lump sum prices as fixed and established in the Contract, which shall be full compensation therefore. If, in the opinion of the Owner, there are no Contract unit or lump sum prices applicable to a part of such work, an equitable amount pursuant to Article 3, "Changes", of the Contract will be made as full compensation for the repairs of that part of the permanent work which there are no applicable Contract or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Owner at the Contractor's expense regardless of the cause of such damage.

1B-28 GUARANTEE OF MATERIAL AND WORKMANSHIP

a. The Contractor shall be held responsible for and must correct and rectify, at his own expense, all defects discovered in the work with one (1) year from the date of final acceptance of the Contract and its acceptance by the State. It is the intent and purpose of this Contract, and it shall be the obligation of the Contractor, to construct rainproof and leakproof walls and exterior openings and the Contractor shall and will, therefore, assume full responsibility for the accomplishment of this condition and shall at his own cost, use whatever means that may be required to make same. All remedial measures are to meet with the approval of the Owner.

b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Architect, is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, or from omissions of work specifically required by the plans, scope of work, and/or the Specifications, the Contractor shall, promptly upon the receipt of notice from the Owner, and without expense to the Owner:

1. Place in satisfactory condition in every particular all such guaranteed work, correct all defects herein;
2. Make good all damages to the building or site, or equipment or contents thereof, which,

in the opinion of the Architect is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and,

3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantees.

c. In any case wherein fulfilling the requirements of the contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another Contract, he shall restore such disturbed work to a condition satisfactory to the Architect, and guarantee such restored work to the same extent as it was guaranteed under such other Contract.

d. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

e. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

f. If in the opinion of the Contractor that any workmanship, materials or installation required in the Drawings and Specifications be of such a nature as to render this guarantee impossible, notice to this effect must be served in writing to the Owner previous to submission of bid; failure to do so will be construed as a tacit agreement to the strictest terms of this guarantee.

g. Prior to the expiration of the warranty period, the Contractor, Architect and Owner will conduct a joint inspection to determine items to be corrected by the Contractor. Following issuance of a list of deficiencies, the Contractor will diligently correct all work deemed to be warranty items.

1B-29 SPECIAL DESIGNS

a. Bids based on plans and specifications for work involving special designs or material departures from advertised Plans and Specifications or from standards previously approved by the Owner, may be submitted provided the bidder clearly states such differences and provided that all essential requirements of the advertised standard Plans and Specifications are strictly adhered to; and provided further, that the bidder otherwise qualified under the terms of the invitation for bids, solicitation, and the advertised specifications.

b. If the plans offered under these provisions are, in the opinion of the Owner, equal to or better than those specified by the Owner, they will be given consideration. Where a statement of departure is not made, it will be understood that the Plans and Specifications offered will be in strict accordance with the standard Plans and Specifications referred to in the invitation to bids.

1B-30 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits of claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except

that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect or Owner.

1B-31 PERMITS AND REGULATIONS

a. Permits and licenses of a temporary nature necessary for the execution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall bear all cost arising therefrom.

1B-32 SUPERINTENDENT, SUPERVISION

a. The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Architect. The superintendent shall not be changed except with the consent of the Architect unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

b. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and prepare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency or omission which he may discover; but shall not be held responsible for their existence or discovery.

1B-33 CHANGES, EXTRAS, AND CHANGE ORDERS

a. The Contracting Officer may at any time, in writing, and without notice to the sureties, order extras or make changes in the Drawings and/or Specifications of this Contract, providing such extras or changes are within the general scope thereof. If any such extra or change causes an increase or decrease in the amount due under this Contract, or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing. Federal funding support for any change or extra is subject to prior approval by the Chief, National Guard Bureau, of his duly authorized representative. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days after the date of receipt by the Contractor of the notification of extra or change: Provided, however, that the Contracting Officer, if he decides that the facts justify such action, may require and act upon any such claim asserted at any time prior to the date of final settlement of the contract.

b. The cost to the Owner resulting in a change in the work shall be based on an itemized list of material and labor costs of work done by the General Contractor, Subcontractor, and/or Sub-subcontractor. "Cost of Work" for the purpose of Change Orders shall be costs required to be incurred in performance of the work and paid by the Contractor and Subcontractors which shall consist of:

1. Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, social security taxes and employee benefits.
2. Cost of all materials and supplies, including the identification and quantities of each item and its cost.
3. Identify each necessary piece of machinery & equipment and its individual cost.
4. Other documented direct costs, other related costs, insurance, taxes, and etc.

c. The Contractor and Subcontractor shall be due job-site and home office fixed "overhead and profits" on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of work. The cost to the Owner resulting from a change in the work shall be the sum of: "Cost of the Work (as defined above) and Overhead and profit (as defined above) and shall be computed as follows:

1. When work is all General Contractor work, 15% markup on the cost of work.
2. When the work is all Subcontract work, 15% markup on the Cost of the work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for the General Contractor's Overhead and Profit.
3. When the work is a combination of General Contract work and Subcontract work; that portion of the direct cost that is General Contract work shall be computed per #1 above and that portion of the direct cost that is subcontract work shall be computed per # 2 above.

d. Bond Premiums may be included, but after the markup is added to the cost of the work

e. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the clause entitled DISPUTES. Nothing provided in this clause, however, shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

1B-34 CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the

character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase in the cost of (or the time required for), performance of this Contract, an equitable adjustment shall be made, and the contract modified in writing. Federal funding support to any change or extra is subject to prior approval by the Chief, National Guard Bureau, or his duly authorized representative. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required, provided, that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in clause entitled DISPUTES.

1B-35 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings involve extra cost under this Contract, he shall give the Architect written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

1B-36 DEDUCTIONS FOR UNCORRECTED WORK

If the Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the price shall be made therefore.

1B-37 CORRECTION OF WORK BEFORE FINAL PAYMENT

a. The Contractor shall promptly remove from the premises all materials condemned by the Architect as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) day time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at a private sale and shall account for the net proceeds thereof, after deducting all the cost and expenses that should have been borne by the Contractor.

1B-38 THE OWNER'S RIGHT TO DO WORK

If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor may without prejudice to any remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided however, the Architect shall provide both such action and the amount charged to the Contractor.

1B-39 TERMINATION FOR DEFAULT-DAMAGES OR DELAY

a. If the Contractor refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the State may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the State for any excess cost occasioned the State thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work; or, if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the State may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore.

b. If the State does not terminate the right of the Contractor to proceed, as provided in subparagraph "a" hereof, the Contractor shall continue the work, in which event he and his sureties shall be liable to the State, in the amount set forth in the specifications or accompanying papers, for the fixed agreed, liquidated damages for each calendar day of delay until the work is completed or accepted; or if liquidated damages are not so fixed, any actual damages occasioned by the delay.

c. The right of the Contractor to proceed shall not be terminated, as provided in subparagraph "a" hereof, nor the Contractor charged with liquidated or actual damages, as provided in subparagraph "b", because of any delays in the completion of the work due to causes beyond his control which could not have been anticipated and where without his fault or negligence, including but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government or of the State (either in its sovereign or contractual capacity), acts of another Contractor in the performance of a contract with the State, guarantee restrictions, strikes, freight embargoes, or unusually severe weather; or, delays of subcontractors or supplies at any tier, provided, that the Contractor shall, within ten (10) days after the beginning of any delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and the extent of time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appear as provided in the DISPUTES clause hereof.

1B-40 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority having jurisdiction for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him; or if the Architect should fail to issue any certificate for payment and has not notified the Contractor of the reason for withholding certification as provided herein; or the Owner has not made payment on any Certificate for Payment certified by the Architect or awarded by arbitrators within the time stated in the Contract Documents, then, the Contractor may, upon seven (7) days written notice to the Owner and the Architect, stop all work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable overhead and profit for work completed prior to stoppage and damages.

1B-41 DAMAGES

a. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.

b. Claims under this clause shall be made in writing to the party liable within a reasonable time at the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

1B-42 LIENS

Neither the final payment nor any part of the retained percentages shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipt in full in lieu thereof and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts including all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any lien. If the lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fee.

1B-43 MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any other Contractor or the work the Contractor agrees upon due notice to settle with such Contractor by agreement or arbitration, if he will settle. If such other Contractor sues the Owner on account of any damages alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense and, if any judgment against the Owner arise, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

1B-44 ASSIGNMENT

Neither party to the Contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of the Owner.

1B-45 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

a. The State may, by written notice, through the Architect, to Contractor, terminate the Contract for the convenience of the Government. Such notice will be in writing and will afford the Contractor ample time to complete work in progress, to clean-up the site, secure all Contractor owned equipment and turn materials at the site and stored elsewhere over to the Owner.

b. Payment will be made to the Contractor for all work completed and materials stored as of the date of termination. The Contractor shall submit final payment through the Architect, who will verify, in writing as to the accuracy of the claim.

1B-46 SEPARATE CONTRACTS

a. The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

b. If any part of the Contractor's work depends on proper execution or results upon the work of any Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

c. To ensure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

1B-47 ARCHITECT'S STATUS

The Architect shall have general oversight and observation of the work. He is the representative of the Owner and work is under his general oversight as the Owner representative only to the extent he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Architect is to ensure that the Contractor conforms to the Plans and Specifications.

1B-48 ARCHITECT'S DECISIONS

a. The Architect shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

b. Except as above or as otherwise expressly provided in the Contract Documents, all the Architect's decisions are subject to arbitration.

1B-49 DISPUTES

a. Except as otherwise specifically provided in this Contract, and except as otherwise specifically provided by the State procedure for arbitration or other State procedure established by State law, any disputes concerning a question of facts arising under this Contract which is not disposed of by mutual agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and send by registered mail, return receipt requested, a copy thereof to the Contractor at his address shown herein. Within thirty (30) days after the date of receipt of such copy, the Contractor may appeal in writing to the Governor of this State, whose written decision thereon, or that of his designated representatives, shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary

or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive, provided that if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. The Governor of this State may designate an individual or individuals other than the Contracting Officer, or a board, as his authorized representative to determine appeals under this Article. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. Any sum or sums allowed to the Contractor under the provisions of this Article or under the State arbitration proceedings or under State procedure shall be paid for by this State.

b. Disputes concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall be subject to the subparagraph "a" above except to the extent such disputes involve the meaning of classification or wage rates contained in the wage determination decision of the Secretary of Labor or the applicability of the labor provisions of this Contract which questions shall be referred to the Secretary of Labor in accordance with the procedures of the Department of Labor.

1B-50 STANDARDS

a. Any material specified by reference to the number symbol title of a specific standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade, or modified in such reference.

b. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with the requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

c. Reference in the Specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalogue number shall be interpreted as establishing a standard of quality and not be construed as limiting competition. Substitutions must be submitted in writing, and written approval by the Architect and Owner must be issued prior to the Contractor taking any action to deviate from the specifications. In all events, substitutions must equal or exceed the specific standard.

1B-51 TAXES

The Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local sales and other taxes, except taxes and assessments on the real property comprising the site of the project.

1B-52 MEASUREMENTS

Before ordering any material or doing any work, each Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge for compensation will

be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings; any difference which may be found shall be submitted to the Architect for consideration before proceeding with the work.

1B-53 STORAGE AND CARE OF MATERIALS

The Contractor shall so store, pile, and arrange his materials that they will not be damaged by the elements, by contact with the ground or from other causes. He shall provide any and all protective coverings necessary for this purpose. Storage of materials shall be confined to those areas especially designed by the Architect. Should any materials become damaged from any cause, they shall be immediately removed from the site upon the direction of the Architect.

1B-54 RECORDING OF DOCUMENTS

The contract, Performance Bond, Payment Bond, and Acceptance shall be recorded by the Contractor, such recording cost being paid by the Contractor. Additionally, change orders specifically directed by the Owner as requiring recordation will be recorded by the Contractor, such recording cost being paid by the Contractor. Recordation will be in the Parish of the work unless otherwise directed by the Owner.

1B-55 OWNER'S OCCUPANCY

During the progress of the work and/or prior to the final acceptance of the complete project, the Owner reserves the right to place in the building certain items of the Owner's property; or to occupy portions of the building, including, subject to equitable adjustment, access facilities, utilities and services necessary for such partial occupancy. Such action shall not be construed as evidence of the completion of the work or any portion of it or as an acceptance of the work or any part of it by the Owner except as otherwise specified; provided, however, that such partial occupancy shall not delay nor obstruct the completion of the project by the Contractor.

1B-56 SURVEY OF OUTSIDE UTILITY LINES

Upon completion of the project, the Contractor shall furnish the Architect a print of the site showing any deviation in the location of utility lines from those shown on the original Contract Drawings and including any additions to the utility services.

1B-57 FAILURE TO COMPLETE ON TIME - LIQUIDATED DAMAGES

a. For each Contract day that any work shall remain uncompleted after the Contract completion date time specified in the Contract, the sum specified below will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

b. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

c. Based on the amount of the original Contract, the following charges per Contract day, unless

otherwise specified in the Contract documents, will be made for each such day after the expiration of the contract time or extended Contract time, as the case may be:

<u>Original Contract Amount</u>		<u>Daily Charge</u>
For More Than	To and Including	Contract Day
\$0	\$50,000	\$100.00
\$50,000	\$100,000	\$150.00
\$100,000	\$300,000	\$200.00
\$300,000	\$500,000	\$300.00
\$500,000	\$800,000	\$500.00
\$800,000	\$1,000,000	\$700.00
\$1,000,000	\$2,000,000	\$800.00
\$2,000,000	\$5,000,000	\$1,000.00
\$5,000,000	\$15,000,000	\$2,500.00
\$15,000,000	And Above	\$4,000.00

d. The amount of liquidated damages, determined as provided above, will be deducted from any money due the Contractor under this Contract, and the Contractor and his surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

1B-58 EQUAL OPPORTUNITY

(a) The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include but not limited to the following: Employment upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

(b) The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

1B-59 ENVIRONMENTAL

The Contractor hereby agrees to adhere to the provisions the Louisiana National Guard Environmental Policy and to comply with all applicable laws and regulations regarding this project. Any site specific matters will be provided by the project manager.